

IN THE UNITED STATE DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
Greenbelt Division

CAPITAL BANK, NA)
2275 Research Boulevard)
Suite 600)
Rockville, MD 20850)
Plaintiff,)
v.) Civil Law No.: _____
POTOMAC CONSTRUCTION 1525 P STREET, LLC)
A District of Columbia limited liability company)
1734 20th Street, NW)
Suite B)
Washington, DC 20009)
Serve: CT Corporation System)
1015 15th Street, NW)
Suite 1000)
Washington, DC 20005)
And)
MATTHEW SHKOR)
1738 R Street, NW)
Washington, DC 20009)
Defendants.)

APPOINTMENT OF SUBSTITUTE ATTORNEY IN FACT

WHEREAS, by a Deed of Trust Note (“Note”) dated December 4, 2018 and a Guaranty of Payment, Performance and Completion (“Guaranty”) dated December 4, 2018 Potomac Construction 1525 P Street, LLC and Matthew Shkor appointed Leonard A. Sloan, Esq., Thomas F. Murphy, Esq., Lindsay A. Thompson, Esq., or any other attorney employed by Friedlander Misler, PLLC, or the Clerk of the Court, or any of them, as the true and lawful attorney-in-fact for Potomac Development 3117 35th Street, LLC and Matthew Shkor in their place and stead to confess judgment against them in favor a Capital Bank, NA in the amount of the unpaid principal balance of the Note together with any accrued and unpaid interest, late charges and reasonable attorney’s fees and costs, together with all other costs and expenses incurred and accrued and unpaid under the loan documents; and

WHEREAS, the aforesaid Note and Guaranty provide that the holder may appoint a substitute attorney-in-fact who shall be authorized to confess judgment in substitution for any prior attorney-in-fact; and

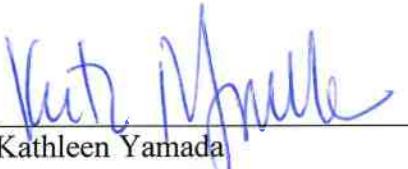
WHEREAS, Capital Bank, NA is the present holder of the Note and Guaranty.

NOW THEREFORE, by virtue of the authority contained in the aforementioned Note and Guaranty, the undersigned holder does hereby substitute Lawrence J. Anderson, Esquire who may act in accordance with the provisions of the said Note and Guaranty to confess judgment against Potomac Construction 1525 P Street, LLC and Matthew Shkor in favor a Capital Bank, NA in the amount of the unpaid principal balance of the Note together with any accrued and unpaid interest, late charges and reasonable attorney's fees and costs, together with all other costs and expenses incurred and accrued and unpaid under the loan documents.

IN WITNESS WHEREOF, the aforesaid holder has signed and sealed on this 19th day of August, 2020.

8/19/2020

Date



Kathleen Yamada
Chief Credit Officer
Capital Bank, NA
2275 Research Boulevard
Suite 600
Rockville, MD 20850